**DRAFT CONTRACT**

**SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS**

**No Green Inter-e-Mobility – CN1 – S.0 2.1 – SC 039 (08-434/7)**

**financed from the general budget of the Union**

Municipality of Bitola

Bulevar 1st Maj 61

Bitola 7000, R. Macedonia

VAT No. 4002004168574

represented by MSc Natasha Petrovska, Mayor of Municipality of Bitola

(‘the contracting authority’),

of the one part,

and

<Full official name of the contractor>

[<Legal status/title>][[1]](#footnote-1)

[<Official registration number>][[2]](#footnote-2)

<Full official address>

[<VAT number>][[3]](#footnote-3),

(‘the contractor’)

of the other part,

have agreed as follows:

**PROJECT : Integration of Green Transport in Cities**

Green Inter-e-Mobility – CN1 – S.0 2.1 – SC 039 (08-434/7)

**CONTRACT TITLE**

Procurement & Installation of the communication systems for Bitola Municipality

**Identification number** Green Inter-e-Mobility – CN1 – S.0 2.1 – SC 039 (08-434/7)

(1) Subject

1.1 The subject of this contract is Procurement & Installation of the communication systems for Bitola Municipality done in Bitola with identification number Green Inter-e-Mobility – CN1 – S.0 2.1 – SC 039 (08-434/7) (‘the services’). The communication system will include equipment, installation, application, technical solution, software for communication between two electric vehicles, charging station, users etc. and everything needed for this service to be completed and functional. Minimum warranty period of the whole system is 12 months and including this period the contractor must maintenance whole system including everything needed for that. All equipment, ownership and rights for the whole system hardware, software etc. belongs to the municipality.

1.2 The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to the contract (Annexe II)

(2) Contract value

This contract, established in Euro is a global price contract. The contract value is \_\_\_\_\_EUR

(3) Order of precedence of contract documents

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

* the contract agreement;
* the special conditions
* the general conditions (Annex I);
* the terms of reference [including clarification before the deadline for submitting tenders and minutes of the information meeting/site visit] (Annex II)
* the organisation and methodology [including clarification from the tenderer provided during tender evaluation] (Annex III);
* Key experts (Annex IV) For contracts requiring key experts;
* Budget (Annex V);
* Other relevant forms and documents (Annex VI);

**These above listed documents make up the contract. They shall be deemed to be mutually explanatory. In cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.**

(4) Language of the contract

The language of the contract and of all written communications between the contractor and the contracting authority and/or the project manager shall be English.

(5) Other specific conditions applying to the contract

Done in English in three originals, one original for the contracting authority, one original for the European Commission, and one original for the contractor..

|  |  |  |  |
| --- | --- | --- | --- |
| **For the contractor** | | **For the contracting authority** | |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |

**SPECIAL CONDITIONS**

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, the general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the general conditions. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

**Article 2 Communications**

2.1 Contact person for the Contracting Authority is:

Natasha Lukic, project manager  
Municipality of Bitola  
Bulevard 1-st of May 61  
MK-7000 Bitola  
Tel. +389 47 208 334  
E-mail: [greeninteremobility@gmail.com](mailto:greeninteremobility@gmail.com)

Contact person for the Contractor is

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract. With regard to interim and final reports, if they are required according to Article 26 or to the terms of reference, the contractor will be expected to use the forms in the electronic system for encoding and submitting the reports.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 19 below, or at a later date. In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months.

**Article 4 Subcontracting**

According General Condition

**Article 7 General obligations**

7.8 The activities by the contractor must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published by the European Commission

**Article 12 - Liabilities**

According General conditions

12.2 By way of derogation from Article 12.2, paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to amount of the contract.

**Article 19 Implementation of the tasks and delays**

19.1The start date for implementation shall be date of signature of the contract by both parties

19.2 The period for implementing the tasks is from the date when the contract will be signed until 15.12.2021 (If the implementation period for the project the project Green Inter e Mobility (which is now 30.12.2021) will be extended the implementation period of this contract will be extended too)

**Article 26 Interim and final reports**

The contractor shall submit reports as specified in the terms of reference.

**Article 28 Expenditure verification**

N/A

**Article 29 Payment and interest on late payment**

29.1 Payments will be made in accordance with the following the option:

|  |  |  |
| --- | --- | --- |
| **Month** |  | **EUR** |
| **1** | **Maximum pre-financing payment**[[4]](#footnote-4) | 40% of contract value |
| **2** | **Interim payment** | 30% of contract value |
| **4** | **Balance** | 30 % of contract value |
|  | **Total** | 100% |

Payment shall be made in accordance with Article 29 of the general conditions..

29.3 By derogation from Article 29.3 of the general conditions, once the deadline set in Article 29.1 has expired, the contractor will, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the general conditions submitted The demand must be submitted within two months of receiving late payment.

29.5 Payments will be made in MKD (Macedonian Denars) in accordance with Articles 20.6 and 29.4 of the general conditions into the bank account notified by the contractor to the contracting authority.

**Article 30 Financial guarantee**

30.1 By derogation from article 30 of the general conditions, no pre-financing guarantee is required.

**Article 40 Settlement of disputes**

40.4 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Court in Bitola applying the national legislation of the contracting authority.

**Article 42 Data protection**

N/A

**Article 43 Further additional clauses**

N/A

\* \* \*

1. Where the contracting party is an individual. [↑](#footnote-ref-1)
2. Where applicable. For individuals, mention their ID card, passport or equivalent document number. [↑](#footnote-ref-2)
3. Except where the contracting party is not VAT registered. [↑](#footnote-ref-3)
4. The contractor is not obliged to ask for pre-financing. [↑](#footnote-ref-4)